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**IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA**

**FILED IN DISTRICT COURT
OKLAHOMA COUNTY**

1. SOUTH D LLC, an Oklahoma Limited Liability Company,
2. NEW DOMINION, LLC, an Oklahoma Limited Liability Company,

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**RICK WARREN
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Plaintiffs,

v.

1. CERTAIN UNDERWRITERS AT LLOYD'S, LONDON, subscribing to Policy #JHBB1368E211404814,
2. WISE UNDERWRITING AGENCY LTD,

Defendants.

Case No.:

CJ - 2023 - 4314

PETITION

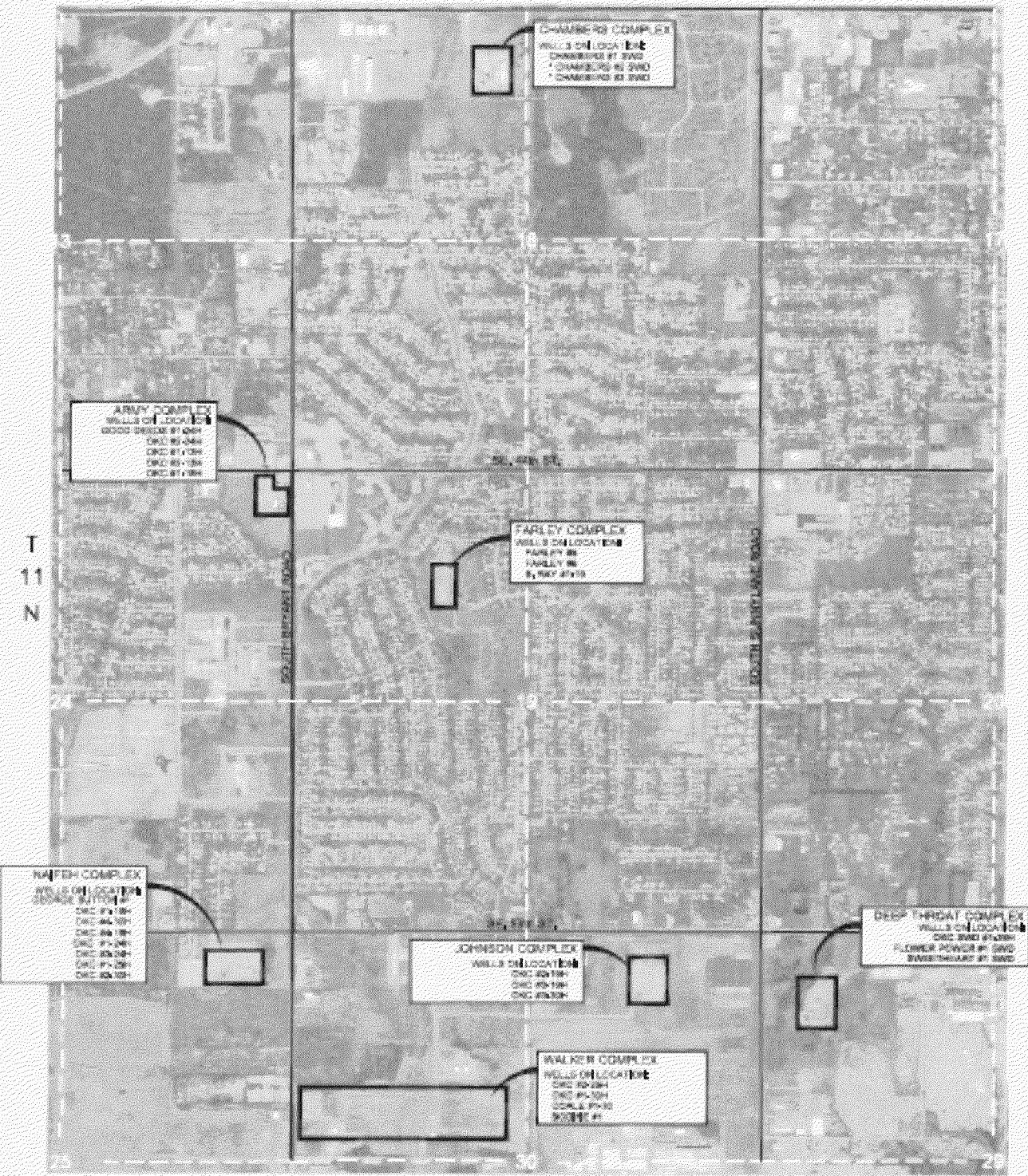
Parties, Venue and Jurisdictional Facts

1. Plaintiff, South D LLC, is an Oklahoma limited liability company.
2. Plaintiff, New Dominion LLC, is an Oklahoma limited liability company.
3. Defendant Certain Underwriters at Lloyd's London (subscribing to Policy # JHBB1368E211404814) is a foreign syndication of insurance underwriters. Defendant, Certain Underwriters at Lloyd's, London's (hereinafter "Lloyd's") agent for service is Lloyd's America, Inc. located at 280 Park Avenue, East Tower, 25th Floor, New York New York, 10017.
4. Defendant, WISE Underwriting Agency Ltd, are foreign syndicates of insurance underwriters who bear underwriting responsibilities under the subject policy of insurance.

5. The matters set forth herein occurred in Oklahoma County, State of Oklahoma. Thus, venue is proper pursuant to 12 O.S. §131. The amount in controversy is in excess of Seventy-Five Thousand Dollars (\$75,000.00).

Substantive Facts

6. Plaintiffs, New Dominion LLC and South D LLC, own and/or have an insurable interest in several oil well complexes situated in Oklahoma County. These complexes are referred to individually as the Chambers Complex, Army Complex, Farley Complex, Deep Throat Complex, Naifeh Complex, Johnson Complex, and the Walker Complex, or collectively as the Southern Dome Field. Each of these oil well complexes contains several individual oil wells and related oil field equipment:



7. Defendants, Lloyd's and WISE Underwriting Agency Ltd, issued a commercial

property insurance policy, Policy # JHBB1368E211404814, to Plaintiffs, New Dominion LLC and South D LLC South D LLC, which provided coverage for Plaintiffs' above-described oil wells and related oil field equipment.

8. At all times material hereto, the Plaintiffs, New Dominion LLC and South D LLC, complied with the terms and conditions of the above-described insurance policy.

9. Between September 4, 2021 and September 18, 2021, Plaintiffs were the victims of a theft/vandalism loss at the Southern Dome Field.

10. The above-described theft/vandalism loss caused extensive damages to Plaintiffs' oil wells and oilfield equipment.

11. The subject insurance policy underwritten by Defendant Lloyd's and WISE Underwriting Agency Ltd was in effect at the time of Plaintiffs' loss and Plaintiffs' losses are covered pursuant to the terms and conditions of Plaintiffs' insurance policy.

Count I: Breach of Contract

12. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs.

13. The subject insurance policy provided by Defendants, Lloyd's and WISE Underwriting Agency Ltd, was in effect at the time of Plaintiffs' theft/vandalism loss and Plaintiffs' losses, as described above, are covered under the terms and conditions of said insurance policy.

14. Plaintiffs properly submitted documentation of its claim to Defendants, Lloyd's and WISE Underwriting Agency Ltd, and Defendants, Lloyd's and WISE Underwriting

Agency Ltd, have failed and refused to issue adequate and appropriate payment to Plaintiffs for its covered loss.

15. The acts and omissions of Defendants, Certain Underwriters at Lloyd's, London and WISE Underwriting Agency Ltd, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute a breach of contract for which contractual damages are hereby sought. Defendants, Certain Underwriters at Lloyd's, London, and WISE Underwriting Agency Ltd, breached their contract with Plaintiffs, New Dominion LLC and South D LLC, by wrongfully failing to conduct a reasonable investigation and evaluation of the Plaintiffs' claim and by unreasonably delaying and refusing to issue payment for the undisputed amount of Plaintiffs' covered loss and by unreasonably attempting to apply a one-million dollar (\$1,000,000.00) limit of liability to Plaintiffs' claim without any reasonable basis and in direct contravention of the plain language of the subject insurance policy.

Count II: Bad Faith

16. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs.

17. Defendants' refusal to issue full, adequate and appropriate payment to Plaintiffs for their covered loss constitutes a bad faith breach of the insurance policy.

18. The acts and omissions of Defendants, Certain Underwriters at Lloyd's, London and WISE Underwriting Agency Ltd, in the investigation, evaluation, and denial of Plaintiffs' claim were unreasonable and constitute bad faith for which bad faith and extra-contractual

damages are hereby sought. Defendants, Certain Underwriters at Lloyd's, London and WISE Underwriting Agency Ltd, acted in bad faith towards Plaintiffs, New Dominion LLC and South D LLC, by wrongfully failing to conduct a reasonable investigation and evaluation of the Plaintiffs' claim and by unreasonably delaying and refusing to issue payment for the undisputed amount of Plaintiffs' covered loss and by unreasonably attempting to apply a one-million dollar (\$1,000,000.00) limit of liability to Plaintiffs' claim without any reasonable basis and in direct contravention of the plain language of the subject insurance policy.

Count III: Punitive Damages

19. Plaintiffs incorporate by reference, as if fully set forth herein, each and every allegation set forth in the preceding paragraphs.

20. The unreasonable conduct of the Defendants, Certain Underwriters at Lloyd's, London, and WISE Underwriting Agency Ltd, were intentional, willful, wanton and was committed with a reckless disregard for the rights of the Plaintiffs, for which punitive damages are hereby sought.

Demand for Jury Trial

21. Plaintiffs, New Dominion LLC and South D LLC, hereby request that the matters set forth herein be determined by a jury.

Prayer

22. Having properly pled, Plaintiffs, New Dominion LLC and South D LLC, hereby seek damages against Defendants, Certain Underwriters at Lloyd's, London, subscribing

to Policy # JHBB1368E211404814 and WISE Underwriting Agency Ltd, in an amount in excess of \$75,000.00; including costs, interest and attorney fees.

Respectfully submitted,



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